

When recorded, return to:

COMRE  
ATTN: TOM FREEMAN  
170 SOUTH MAIN ST. STE 1600  
SLE, UT 84101

E 2719069 B 5703 P 52-58  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/08/2013 09:34 AM  
FEE \$23.00 Pgs: 7  
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**RECIPROCAL DRIVEWAY AND PARKING EASEMENT AGREEMENT**

THIS RECIPROCAL DRIVEWAY AND PARKING EASEMENT AGREEMENT (the "**Agreement**") is made be effective as of this 11th day of January, 2013 by and between FD PARTNERS, LLC, a Utah limited liability company ("**FD Partners**") and BOHEMIA PROPERTIES, LLC, a Utah limited liability company ("**Bohemia**"). FD Partners and Bohemia are sometimes individually referred to as an "**Owner**" and sometimes collectively referred to as the "**Owners**."

pt. 01-455-0001, 0002

**RECITALS**

A. FD Partners is the fee owner of certain real property situated in North Salt Lake City, Davis County, Utah, which is more particularly described as:

(the "**FD Partners Property**").

B. Bohemia is the fee owner of certain real property situated in North Salt Lake City, Davis County, Utah, which is more particularly described as:

(the "**Bohemia Property**").

C. The paved accesses across the paved portion of the FD Partners Property exists to access the Bohemia Property. The location of the accesses is identified on the plat attached as Exhibit A hereto as "Shared Access Easements" and is more particularly described as:

(the "**Shared Access Property**"). FD Partners wishes to grant perpetual access easements to the Bohemia Property owners across the Shared Access Property upon the terms and conditions set forth herein.

D. The Bohemia Property and the FD Partners Property each have designated parking areas which are identified and marked as parking stalls on Exhibit A (the "**Parking Stalls**"). FD Partners and Bohemia wish to provide reciprocal parking rights and privileges to the other party with regard to the Parking Stalls located on their respective properties upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants,

restrictions, easements and encumbrances contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FD Partners and Bohemia hereby agree as follows and dedicate and grant the following easements:

### AGREEMENT AND DEDICATION

1. Incorporation. The above recitals are incorporated herein and made a part hereof.

2. Creation of Easements.

(a) Grant of Easement by FD Partners. FD Partners hereby grants to Bohemia a non-exclusive right of ingress, egress and access of vehicular and pedestrian traffic over and across the Shared Access Property and non-exclusive rights and privileges of vehicular parking in the Parking Stalls located on the FD Partners Property (the "**FD Partners Parking Stalls**") for use by Bohemia and tenants, customers and clients of the Bohemia Property.

(b) Grant of Easement by Bohemia. Bohemia hereby grants to FD Partners non-exclusive rights and privileges of vehicular parking in the Parking Stalls located on the Bohemia Property (the "**Bohemia Parking Stalls**") for use by FD Partners and tenants, customers and clients of the FD Partners Property. Bohemia reserves the right to designate 15 of the Bohemia Parking Stalls for the exclusive use of Bohemia or the tenants, customers or clients of the Bohemia Property.

3. No Barriers. Access from the Shared Access Property to the Bohemia Property shall be limited to the areas designated as the Shared Access Easements on the attached Exhibit A. Subject to this limit on accesses, and except as provided in Section 4 below, no walls, fences, or barriers of any kind shall be constructed or maintained on any portion of the Shared Access Property or upon any Parking Stalls on either the FD Partners Property or the Bohemia Property which would prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, pedestrian and vehicular traffic.

4. Maintenance of Easements.

(a) FD Partners shall maintain and keep the surface areas of the Shared Access Property and the FD Parking Stalls in reasonably usable condition and repair and shall keep the surface areas of the Shared Access Property and the FD Parking Stalls reasonably free of snow accumulation, all in compliance with applicable laws and ordinances.

(b) Bohemia shall maintain and keep the surface areas of the Bohemia Parking Stalls in reasonably usable condition and repair and shall keep the surface areas of the Bohemia Parking Stalls reasonably free of snow accumulation, all in compliance with applicable laws and ordinances.

(c) The foregoing obligations of the Owners shall include keeping the paved portions of the Shared Access Property and Parking Stalls in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability. In the event that any portion of the Parking Stalls is condemned by a governmental authority, then the obligations arising hereunder shall immediately terminate as to such portion taken. Our access must be in perpetuity.

5. Miscellaneous.

(a) Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the FD Partners Property or the Bohemia Property to or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the FD Partners Property or the Bohemia Property herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to the control of the parties hereto. Notwithstanding any other provisions herein to the contrary, either party may periodically restrict ingress, egress and use of the property subject to the easements contained herein in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the parties. Prior to placing any restriction on ingress, egress or use for the purposes outlined in this Paragraph 5(a), an Owner shall provide ten (10) days written notice to the other Owner.

(b) Not a Partnership. The provisions of this Agreement relating to the granting of easements are solely for the purpose of providing ingress and egress and parking as provided herein. They do not in any way or for any purpose, create a partnership or joint venture with any successor owner in the conduct of their respective businesses or otherwise.

(c) Amendment. This Agreement can only be amended, modified or terminated by a written instrument, signed by all parties owning a fee interest in any portion of the FD Partners Property or the Bohemia Property. Any such amendment shall be recorded at the office of the Davis County Recorder. However, nothing herein shall be deemed to prevent either party from making changes to its respective property, so long as such changes do not materially affect the easements and rights granted herein.

(d) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(e) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(f) Captions. Any captions contained in this Agreement are inserted as a matter of convenience, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(h) Successors. The covenants, terms and conditions of this Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns of the parties hereto. This Agreement shall run with the land and is intended to burden and benefit the FD Partners Property and the Bohemia Property.

(i) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(j) Counterparts and Faxed Copies. This Agreement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. Facsimile transmission of a signed counterpart shall be deemed to constitute delivery of the signed original.

(k) Indemnification. In the event that a claim, demand, lawsuit, cause of action or other complaint is brought against one Owner (the "**first Owner**") for loss, damage, or injury to persons or property occurring on the Shared Access Property or the Parking Stalls, and such loss, damage or injury arises out of the negligence or intentional misconduct of the other Owner (the "**second Owner**") or its directors, managers, employees, contractors or other agents, then the second Owner shall defend and indemnify the first Owner, with counsel reasonably acceptable to the first Owner, against such claim, demand, lawsuit, cause of action or other complaint.

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EXECUTED and DEDICATED this 11<sup>th</sup> day of January, 2013

FD PARTNERS, LLC  
a Utah limited liability company

By: [Signature]  
Its: MANAGER

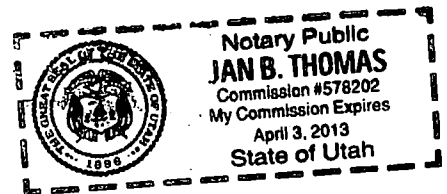
BOHEMIA PROPERTIES, LLC  
a Utah limited liability company

By: [Signature]  
Its: [Signature]

STATE OF UTAH )  
:ss  
DAVIS COUNTY )

On the 11 day of January, 2013, personally appeared before me, a Notary Public in and for the State of Utah, Tom Stuart on behalf of FD PARTNERS, LLC, a Utah limited liability company the signer of the above instrument, who duly acknowledged to me that he executed the same.

[Signature]  
NOTARY PUBLIC

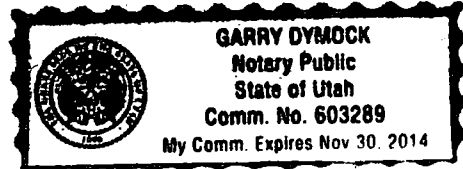


STATE OF UTAH )  
:ss  
DAVIS COUNTY )

On the 11<sup>th</sup> day of January, 2013, personally appeared before me, a Notary Public in and for the State of Utah, Marcia Cornell on behalf of ~~FD PARTNERS, LLC~~, a Utah limited liability company the signer of the above instrument, who duly acknowledged to me that he executed the same.

BOHEMIA  
PROPERTIES,  
LLC

[Signature]  
NOTARY PUBLIC



**SHARED ACCESS EASEMENT**

Beginning at a point South 89°27'56" East 190.94 feet from the Southwest Corner of Lot 2B, FOXBORO SOUTH PLAT 1-LOT 2 AMENDED, and running thence North 00°23'11" East 273.24 feet; thence North 89°47'35" West 141.00 feet; thence South 00°40'52" East 233.75 feet; thence South 13°38'30" East 17.83 feet; thence South 00°40'52" East 21.45 feet; thence North 89°27'56" West 32.00 feet; thence North 00°40'52" West 21.96 feet; thence North 22°22'48" West 10.82 feet; thence North 00°40'52" West 270.39 feet; thence South 89°47'35" East 197.57 feet; thence South 00°23'11" West 303.38 feet; thence North 89°27'56" West 24.00 feet to the point of beginning.

Containing 21,207 square feet or 0.487 acres.

1058 East 2100 South  
Salt Lake City UT 84106

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